

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to BidSolicitation Number: **RT5002-1**Due Date: **10/19/04 at 2:00 PM**

Date Sent: September 30, 2004

Agency ContractGoods and services to be purchased: **"IN LIEU OF PREVIOUS BID" EMERGENCY & BACK UP REPAIR SERVICE FOR STATE FUEL SITES****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING
GENERAL SERVICES**

Invitation to Bid

Solicitation Number: RT5002-1

Due Date: 10/19/04@2:00PM

Vendor Name:

AGENCY CONTRACT FOR EMERGENCY & BACK UP REPAIR SERVICE FOR STATE FUEL SITES PER ATTACHED SPECIFICATIONS AND PRICE SHEET.

THIS MAY RESULT IN A MULTIPLE AWARD.

Changes or modifications to this bid:

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the division of purchasing. Any other form is not binding. Bidders submitting a bid on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

Ship To: VARIOUS LOCATIONS

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the

product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov

(Revision 14 Mar 2003 - IFB Instructions)

STATE OF UTAH / FLEET OPERATIONS / FUEL NETWORK FUEL SITE PARTS AND REPAIR SERVICES

(August 16, 2004)

1.0 BACKGROUND / SCOPE

The purpose of this Contract is to establish a working agreement for emergency repair of State of Utah / Division of Fleet Operations / Fuel Network (State Fuel Network) Fuel Sites. The State Fuel Network currently operates a comprehensive statewide fuel site maintenance and repair operation. AS NEEDED the State fuel Network may need to seek the help of commercial contractors to accomplish its objectives during peak service demand periods. The CONTRACTOR(S) WILL PROVIDE (upon approval and the issuance of a State Fuel Network Purchase Order number) parts, repair and maintenance services on an as needed and emergency basis to repair the states 120 plus fuel facilities.

2.0 SCOPE OF REQUIREMENTS

The State Fuel Network is expecting the following services, parts and supplies to be delivered upon request as needed:

2.1 QUALIFICATIONS

The contractor shall perform work on State Fuel Network Facilities as directed by State Fuel Network Representatives. The contractor must demonstrate maintenance competency through an accredited contractor/manufacturer training and certification program.

2.2 STANDARD EQUIPMENT

The contractor shall supply and install standardized and common parts utilized by the State Fuel Network Office. (See APPENDIX A)

3.0 RESPONSE AND PERFORMANCE

The State Fuel Network currently has approximately 120 fuel sites. These sites may be divided into two repair and response categories; Number 1, PRIORITY ONE and Number 2, PRIORITY TWO. The definition of these two designations is as follows:

3.1 DEFINITIONS

Priority One: This is a State Fuel Network Site in Utah without a suitable fuel station nearby in the event the State Fuel Network Station is out of service.

Priority Two: This is a State Fuel Network Site in Utah nearby an existing retail and/or commercial fueling station in the event the State Fuel Network Station is out of service.

The CONTRACTOR(S) **WILL** respond immediately, within 4 hours or less, in the event the State Fuel Network Representative designates the call an emergency or priority 1 repair. Each contractor must be able to respond within 24 hours to any State Fuel Network site when deemed a priority Two repairs as assigned by the State Fuel Network Office. Each successful contractor must provide (on call) emergency service technicians that are available Seven days a week and 24 hours a day. Each contractor shall furnish the State Fuel Network with after hours emergency telephone numbers to contact the (on call) service technician after hours if necessary.

Each contractor shall perform quality service and repairs in accordance with proscribed laws set forth by any and all regulatory agencies. All equipment shall be maintained in accordance with State of Utah DERR, US EPA, State and Local Fire Codes (NFPA) (SAE), (UL), and (UFC) Standards, and all State and Local Uniform Building Codes.

4.0 TYPES OF REPAIR SERVICES

This contract covers the following types of equipment including the repair, maintenance and replacement of such equipment located at any and all State Fuel Network Fuel Sites. This list is for reference purposes only and should not be construed as a comprehensive and complete parts list.

Fuel Dispensing Equipment (Gasoline, Diesel and CNG)

- a. Power Resets
- b. Meters, Pulsars
- c. Variators / Computers
- d. Hydraulic Valves
- e. Safety Impact Valves
- f. Hoses, Hose Hangers, Fuel Couplers and Nozzles

Tank Systems (Underground and/or Aboveground)

- a. Tank Monitors
- b. Tank Monitor Remote Communication Equipment
- c. Submersible Pumps
- d. Line Leak Detectors
- e. Tank Opening Covers, Spill and Overfill Protection Equipment
- f. Interstitial Protection Equipment, and Check/Refill Interstitial Fluids

Fuel Site Automation Equipment

- a. Card Readers, DOSC Units and any and all other POS Equipment
- b. Computer Printer
- c. Modem Equipment

Fuel Site Preventive Maintenance

- a. Filter Changes
- b. Fuel Island Area Cleaning
- c. Overfill and/or Spill Cleanup
- d. Paint and Inspect Fill and Overfill Containment
- e. Inspect any and all Hoses, Nozzles, Swivels, and Breakaways
- f. Vacuum, Fill/Replace Paper and Clean Printer
- g. Clean Card Reader

CNG Site Equipment

- a. Compressor and Engine
- b. Control Panels
- c. Storage Vessels
- d. Dispensers, Hoses, Nozzles, and Vents

5.0 COST OF GOODS AND SERVICES (SEE ATTACHMENT "B")

6.0 CALL OUT AND REPAIR NOTIFICATION

The State Fuel Network Representative will notify (and issue a State Fuel Network Purchase Order Number as authorization to commence work as described in said work order only) a contractor that the State Fuel Network has a fuel site needing repairs and the contractor will respond within the specified time frame. If a contractor fails to respond in the agreed upon time, the State Fuel Network reserves the right to assign the repair to a substitute contractor.

6.1 ESTIMATE

When at all possible or when to work/repair goes out of the original scope of work ordered by the State Fuel Network, the contractor will provide a verbal and/or written estimate to the State Fuel Network Representative and receive authorization for such out of scope work/repair. *This must take place before any out of scope will continue and/or be completed.* The contractor shall call the State Fuel Network Representative and notify them of the amount of the estimate and mail and/or fax a copy. The State Fuel Network shall not be responsible for unnecessary travel miles, due to the contractor error in obtaining the proper authorization, parts, supplies, or equipment.

6.2 ESTIMATE APPROVAL

The State Fuel Network Representative shall issue a pre-authorized purchase order number at the time the estimate is provided by the contractor or its designee. This

purchase order number must be present on any and all invoices submitted for payment by the contractor.

7.0 SUPPORTIVE SPECIFICATIONS

7.1 CONTRACT LENGTH

This contract is for parts, repair, maintenance and service of State Fuel Network Fuel Sites to cover a original **TWO** year period from date of execution, with **TWO – ONE YEAR** extensions (Making a Four year contract) and provisions that either party may cancel the purchasing portion of this contract without prejudice on 30 days written notice. This provision in no way affects any and all transactions which are in progress and covered purchase orders at the time of the cancellation of the purchasing provision of this contract.

7.2 PRICE ESCALATION

Requests for price adjustments must be submitted 30 days prior to the annual renewal date. Justification for the requested adjustment is cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the CONSUMER PRICE INDEX (CPI) per contract year and must be approved by the State Fuel Network.

7.3 OPTION TO EXTEND

The State Fuel Network may, at their option and with the approval of the contractor, extend the period of this agreement up to a maximum of **TWO - ONE-YEAR** extensions. The contractor shall be notified in writing by the State Fuel Network of their intention to extend the contract at least 30 calendar days prior to the expiration of the original contract period.

7.4 DEFAULT

Non-performance of the contractor in terms of specification shall be a basis for termination of the contract by the State Fuel Network. Cancellation by the State Fuel Network may be made upon 30 days written notice to the successful contractor(s). The State Fuel Network shall not pay for any work and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

7.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE

Either party may terminate the resultant agreement for convenience by providing 60-calendar days written notice to the other party.

7.6 TERMINATION FOR DEFAULT

If the contractor fails to meet deadlines, or fails to provide the agreed upon services, parts, maintenance altogether, a termination for default will be issued by the State Fuel Network Office. The termination for default will be only after it is deemed by the State Fuel Network, that the contractor has failed to remedy the problem after being forewarned.

7.7 ORGANIZATION - EMPLOYMENT DISCLAIMER

The agreement is not intended to constitute, create, give to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the contractor(s) in the performance of obligations under the agreement are considered to be State of Utah employees, and that no rights of State civil service, retirement of personnel rules accrue to such persons. The contractor(s) shall have total responsibility for all salaries, wages, bounces and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the State of Utah harmless with respect thereto.

7.8 INDEMNIFICATION

The contractor agrees to indemnify and save harmless the State of Utah, its officers, agents, and employees, hereinafter referred to as indemnitee, from all suites, including attorneys fees and costs of litigation, actions, loss damage, expense, cost or claims, of any character or on account of any act, claim, or amount arising or recovered under WORKMAN'S LAW, or arising out of failure of the contractor of those acting under contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitee shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatever.

8.0 INSURANCE REQUIREMENTS

The successful contractor(s) will agree to carry (and provide proof of) all insurance, which may be required by Federal and State laws, State, County and City ordinances, Charters, Regulations, and Codes. Concurrent with the execution of the contract for services the successful contractor will furnish the State Fuel Network the following Certificates of Insurance. Certificates shall be issued by an insurance company authorized by the State of Utah Insurance Department to transact business in the State of Utah. All certificates shall be subject to the approval of the State of Utah Division of Risk Management. All certificates of insurance shall be identified with contract serial number and title. The contractor shall name as additional insured on all insurance policies and further, no policy shall expire, be canceled or materially changed to effect coverage available to the State without 30 days written notice to the State Fuel Network.

8.1 LIABILITY INSURANCE

A certificate of insurance evidencing insurance coverage for General Liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$ 1,000,000 for bodily injury, damage and personal injury.

8.2 WORKER' COMPENSATION AND EMPLOYER'S LIABILITY

a certificate of insurance evidencing statutory coverage for Worker's Compensation coverage, injury and a limit of liability of \$ 1,000,000 for employer's liability, or a letter of certification from the Industrial Commission that states the contractor is an authorized self insurer.

8.3 ERRORS AND OMISSION POLICY

The contractor(s) selected must provide proof of their possession of an "Error and Omission Insurance Policy," in effect for the amount of \$ 5,000,000 which shall be maintained during the term of the contract.

9.0 STANDARD CONTRACT PROVISIONS / CHANGES

The State Fuel Network may require changes in the scope of the services to be performed by the contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to the agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to the contractor for any change in scope of these specifications.

9.1 ADDITIONS / DELETIONS OF SERVICE

The State Fuel Network reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the contractor will be reduced proportionally, to the amount of service reduced in accordance with the solicited price. Should additional services be required from the contractor, prices for such additions will be negotiated between the contractor and the State Fuel Network.

9.2 BLANK INTENTIONALLY

9.3 AMENDMENTS

All amendments to this contract must be in writing and signed by both parties.

9.4 CONTRACT COMPLIANCE MONITORING

The State Fuel Network shall monitor the contractor's compliance with, and performance under, the terms and conditions of the contract. The contractor(s) shall make available for inspection and/or copying by the State Fuel Network all records and accounts relating to the work performed or the services provided in this contract.

9.5 CONFORMATION WITH THE LAW

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the State of Utah.

9.6 NON-DISCRIMINATION

The contractor(s) in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, or national origin.

9.7 NON-COLLUSION

The contractor(s) expressly warrants and certifies that neither the contractor nor its associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive solicitation in conjunction with this contract.

9.8 COVENANT AGAINST CONTINGENT FEES

The contractor(s) warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the contractor(s) for the purpose of security business. For breach of violation of this warranty, the State Fuel Network shall have the right to terminate this agreement in accordance with the termination clause of this document, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.9 SUBCONTRACTING ASSIGNMENT

The contractor(s) may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the State Fuel Network.

DISPUTE RESOLUTION PROCESS

Any dispute that arises from this solicitation process will be handled in accordance to the State of Utah Division of Purchasing policies and procedure guidelines set forth.

9.11 CONTRACTOR (S) RESPONSIBILITY

The contractor(s) will be responsible for any damage whatsoever to State of Utah property as applicable when such property is the responsibility or in the custody of the contractor(s), his employees or subcontractors.

9.12 CONTRACTOR LICENCE REQUIREMENT

The contractor(s) shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep fully informed of existing and future Federal, State and Local laws, ordinances and regulation that in any manner affect the fulfillment of this contract and shall comply with the same.

GUARANTEE

The successful contractor(s) must guarantee their products against any defect in workmanship or materials. Failure to comply with this requirement shall result in immediate return of the merchandise at the expense of the contractor(s) for prompt replacement with materials meeting the standards listed herein. Should the contractor not meet this condition, the State Fuel Network shall obtain its requirements on the open market and the contractor(s) shall be obligated to assume excess costs, if applicable.

9.14 LIQUIDATED DAMAGES

The State Fuel Network may deduct as liquidated damages from any money due or accrued by the contractor(s), the difference between the contractor's price and the cost to the State Fuel Network, to obtain the required materials/service.

INVOICING

When parts are received and/or repairs, maintenance and service are completed, an invoice shall be made out by the contractor(s) containing the State Fuel Network Purchase Order Number. All labor hours and cost by component or area of repair, and all parts by component per part and cost, all in accordance with the contractor(s) solicitation and the final estimate. All invoices must be submitted to the STATE FUEL NETWORK office located at 447 West 13800 South, Draper, Utah 84020 for review, approval and payment. All change orders that occur after the original estimate has been received must possess a pre-approved State Fuel Network Purchase Order Number before work may begin.

9.16 INCURRING COSTS

The State Fuel Network is not responsible for any costs incurred in preparing this contract, including the acquisition of supplies and/or personnel until a contract is awarded by the State Fuel Network.

9.17 CONFORMANCE TO THE STATE OF UTAH PROCUREMENT CODE

If any contractor believes that any aspect of this solicitation is inequitable or impractical of performance, they will proceed in accordance with the State of Utah Procurement Code, to secure an administrative determination on this point.

BLANK INTENTIONALLY

11.0 PARTS ACCEPTANCE

All parts shall be supplied as new. Contractor(s) shall use O.E.M. Mechanical parts, unless otherwise approved by the State Fuel Network Representative. Fuel equipment parts may be O.E.M., State Fuel Network approved after market, or State Fuel Network approved recycled / used and will be noted as such on the estimate and invoice. Date of acceptance will correspond to date of written notice to contractor that acceptance conditions have been met. A ninety (90) day warranty shall be initiated by contractor on acceptance date.

CONTRACT EXCEPTIONS

It shall be understood that each contractor agrees with all provisions in this document unless otherwise noted in writing and attached to the bid response. Each contractor will be responsible to submit a separate sheet of paper detailing any exceptions to the specifications contained herein. If no such submission is attached to this proposal, it will be assumed that the contractor complies in full with the specifications in the proposal. All questions and inquires to this contract process should be directed to the State Fuel Network, UST Compliance Specialist, Steven L. Canning Office (801) 619-7232, Cell (801) 971-9742.

13.0 PROPRIETARY INFORMATION

Offerors are requested to mark any specific information in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposal. Pricing and Service elements of the successful proposal will not be considered proprietary. All materials become the property of the State of Utah and may be returned only at the State's option. Proposals submitted may be reviewed and evaluated by any person at the discretion of the State.

APPENDIX "A"

This is a list of the most common and standardized equipment used at any and all State Fuel Network Facilities. *This list is for reference only and should not be construed as a comprehensive and complete parts list.*

General Fuel Dispensing Equipment

Gilbarco Dispensers and Gilbarco CNG Dispensers
Wayne Dispensers
Bennett Dispensers
Tokheim Dispensers
Trillium CNG Dispensers
Fill-Rite Fuel Handling Equipment
Trillium CNG Equipment
Sulzer CNG Equipment
Morrison Bros. Co Equipment
Red Jacket Submersible Pumps and Controls
FE Petro Submersible Pumps and Controls
Red Jacket Line Leak Detectors
Vaporless Line Leak Detectors
Steel and FRP Underground Tanks
Vaulted Aboveground Tanks
OPW Fuel Handling Equipment
EBW Fuel Handling Equipment
Steel, FRP and Continuous Piping (Environ, Total Containment, Pisces, etc.)

*** PetroVend System II and K800 with System II FSC Card Reader**

1. PCT Card - PV-268
2. FIT Card - PV-269
3. Mag Reader Assembly
4. LED Readout Assembly
5. Heater
6. Transformer
7. Pulsar Relay Board PV-270
8. Keypad Assembly
9. Any and all other PetroVent System II parts.

*** PetroVend K-2500 Card Reader**

1. FSC Board PV-204
 2. PCT/FIT Board PV-205
 3. Communications Board PV-203
 4. Transformer
-

5. Heater
6. Mag Reader Assembly
7. LED Readout Assembly
8. Pump Interface Board PV-206/PV-202
9. Keypad Assembly
10. Any and all other PertoVend K-2500 parts

***Syn-Tech Systems, Inc / Fuel Master Card Reader**

1. Prokee Board
2. Piezo Keypad
3. LCD Display
4. Line Replacement Unit
5. Modem Board
6. I/O Silver Board (Master-Satellite Control)
7. Lock Assembly (Keyed #325)
- 8 Any and all other Syn-Tech Systems, Inc / Fuel Master Card Reader parts

***PetroVend Petrosonic III - Tank Monitor**

1. Controller Board PV-192
2. Power Supply
3. Printer and Printer Paper
4. Display Screen
5. Probe
6. Any and all PetroVend Petrosonic III parts

***PetroVend Site Sentinel - Tank Monitor**

1. Controller
2. Printer
3. Keypad
4. Display Screen
5. Smart Module
6. I/O Module
7. Probes
8. Sensors
9. Any and all other PetroVend Site Sentinel parts

***Red Jacket Submersible Pump**

1. Red Jacketed Pump
 2. Leak Detector
 3. Functional Element
 4. Capacitor
 5. Any and other Red Jacket parts
-

***EBW / Ronan - AutoStick/AutoStick Jr - Tank Monitor**

1. Keypad
2. LCD Display
3. Probes
4. HVD Module
5. Printer
6. Line Leak Sensor Module
7. Vapor Module
8. Alarm Module
9. Any and all other EBW parts

***VeederRoot TLS-250/250i/300/350 - Tank Monitor**

1. Keypad
2. LCD Display
3. Probes
4. HVD Module
5. Printer
6. Line Leak Sensor Module
7. Vapor Module
8. Alarm Module
9. Any and all other VeederRoot parts

***Gilbarco III - Tank Monitor**

1. Keypad
2. LCD Display
3. Probes
4. HVD Module
5. Printer
6. Line Leak Sensor Module
7. Vapor Module
8. Alarm Module
9. Any and all other Gilbarco parts

(PetroVend Equipment is proprietary equipment and the successful contractor must be a PetroVend authorized Dealer/installer/service professional. Proof of this authorization must accompany this bid offering.)

(Syn-Tech System, Inc / Fuel Master is proprietary equipment and the successful contractor must be a Syn-Tech System, Inc / Fuel Master authorized dealer/installer/service professional. Proof of this authorization must accompany this bid offering.)

“ THIS BID MAY RESULT IN MULTIPLE AWARD CONTRACTS.”



ATTACHMENT "B"

1.0 COST OF GOOD AND SERVICES

Each contractor must detail and outline the cost of these contractible services according to the categories indicated below :

- | | | |
|----|---|----------|
| 1. | General Mechanic Labor Rate | \$ _____ |
| 2. | General Electrician Labor Rate | \$ _____ |
| 3. | POS or Credit Card Automation Labor Rate | \$ _____ |
| 4. | After Hours Emergency Labor Rate | \$ _____ |
| 5. | Travel Rate Per Mile | \$ _____ |
| 6. | Parts Markup percentage | \$ _____ |
| 7. | Parts Restocking Fees | \$ _____ |
| 8. | Shop Supplies / Incidentals Markup | \$ _____ |
| 9. | Other Charges (use separate page if needed) | \$ _____ |

Contractors Service Area/Areas of Interest for this contract within the State of Utah.

(City, County, Region, Area, State Wide)

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution, and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)